



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: RR, FF

### Introduction

This hearing was scheduled in response to the tenant's application for permission to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

During the hearing it became apparent that the tenant also seeks orders instructing the landlord to complete certain repairs / upgrades to the unit which have been discussed between them, but that have either not been undertaken by the landlord, or have not been undertaken to the tenant's satisfaction.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on July 1, 2013. Monthly rent of \$800.00 is due and payable in advance on the first day of each month, and a security deposit of \$400.00 was collected. A move-in condition inspection report was completed, however, the tenant testified that the landlord undertook to do this in her absence with her son, who does not reside in the unit. Further, the tenant testified that the landlord has not provided her with a copy of either the tenancy agreement or the move-in condition inspection report.

During the hearing the parties exchanged views around what the tenant considers are unresolved deficiencies within the unit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

The attention of the parties is drawn to section 32 of the Act which addresses **Landlord and tenant obligations to repair and maintain**, and provides in part:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Based on the testimony and the documentary evidence, which includes photographs, the various aspects of the dispute and my findings around each are set out below.

#### *Written Tenancy Agreement*

Section 13 of the Act addresses **Requirements for tenancy agreements**, in part:

13(3) Within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement.

The landlord is hereby **ORDERED** to provide the tenant with a copy of the written tenancy agreement by no later than **midnight, Saturday, March 22, 2014**.

#### *Move-in Condition Inspection Report*

Section 23 of the Act addresses **Condition inspection: start of tenancy or new pet**. Section 18 of the Residential Tenancy Regulation addresses **Condition inspection report**, and provides in part:

18(1) The landlord must give the tenant a copy of the signed condition inspection report

(a) of an inspection made under section 23 of the Act, promptly and in any event within 7 days after the condition inspection is completed, and...

The landlord is hereby **ORDERED** to provide the tenant with a copy of the move-in condition inspection report by no later than **midnight, Saturday, March 22, 2014**.

*Living room carpet*

The tenant testified that the living room carpet is unable to be adequately cleaned. The landlord testified that the carpet is original carpet and is approximately 18 years old.

Residential Tenancy Policy Guideline # 40 addresses the "Useful Life of Building Elements," and provides that the "useful life" of carpets is 10 years.

The landlord is hereby **ORDERED** to replace the living room carpet with either new carpet or laminate flooring by no later than **midnight, Wednesday, April 30, 2014**.

*Bathroom linoleum*

Photographs show soiled / stained / damaged linoleum in the bathroom, and it is understood that this is original linoleum installed approximately 18 years ago.

The landlord is hereby **ORDERED** to replace the bathroom linoleum by no later than **midnight, Wednesday, April 30, 2014**.

*Improperly functioning toilet*

In her letter to the landlord by date of July 31, 2013 (manually amended to November 1, 2013) the tenant requested, in part, as follows:

Repair the toilet so I don't have to turn on the sink in order for it to flush.

The tenant testified that the toilet still does not operate as intended by the manufacturer.

The landlord is hereby **ORDERED** to have the bathroom plumbing repaired by a *bona fide* plumber such that all bathroom appliances operate as intended by the manufacturer(s) by no later than **midnight, Saturday, March 22, 2014**.

*Finishing / painting of 2 bedroom doors and 1 bathroom door*

The landlord is hereby **ORDERED** to finish and repaint the above 3 doors by no later than **midnight, Wednesday, April 30, 2014**.

*Repaint the unit interior*

Residential Tenancy Policy Guideline # 40, as above, provides that the “useful life” of interior paint is 4 years. I find on a balance of probabilities that the unit interior was last painted more than 4 years ago. Accordingly, the landlord is hereby **ORDERED** to repaint the entire unit interior by no later than **midnight, Wednesday, April 30, 2014**.

In view of some uncertainty around the nature of communication between the parties in regard to the above repairs / upgrades, and in light of the ORDERS issued, the tenant’s application for permission to reduce rent for repairs, services or facilities agreed upon but not provided, is presently hereby dismissed with leave to reapply.

As the tenant has achieved a measure of success with her application, I find that she has established entitlement to recovery of the \$50.00 filing fee. I hereby **ORDER** that the tenant may recover the filing fee by way of withholding **\$50.00** from the next regular payment of monthly rent.

Finally, the attention of the parties is drawn to section 29 of the Act which speaks to **Landlord’s right to enter rental unit restricted**.

Conclusion

The landlord is hereby ORDERED to comply with all ORDERS as set out above.

The tenant’s application for permission to reduce rent for repairs, services or facilities agreed upon but not provided is hereby dismissed with leave to reapply.

The tenant is hereby ordered that she may withhold **\$50.00** from the next regular payment of monthly rent in order to recover the \$50.00 filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 04, 2014

---

Residential Tenancy Branch

